

Francis E. Chin  
Sr. Legal Counsel  
Regulatory/HSE



**WASTE MANAGEMENT**

1001 Fannin, Ste 4000  
Houston, TX 77002  
(713) 328-7187  
(713) 287-2654 Fax

April 11, 2012

RECEIVED APR 12 2012

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**Via Overnight Delivery**

Deena Sheppard  
Enforcement Specialist  
U.S. Environmental Protection Agency, Region 5  
Superfund Division (SC-5J)  
77 West Jackson Boulevard  
Chicago, Illinois 60604-3590

US EPA RECORDS CENTER REGION 5



437561

Re: Gary Development Landfill Site; CERCLIS No: IND077005916  
Calumet Waste Systems, Inc.'s Second Supplemental Response to U.S. Environmental  
Protection Agency's Request for Information Pursuant to Section 104(e) of CERCLA  
Dated December 2, 2011

Dear Ms. Sheppard:

Please find enclosed Calumet Waste Systems, Inc.'s ("CWS") second supplemental response to the above-referenced U.S. Environmental Protection Agency information request dated December 2, 2011.

Please do not hesitate to contact me at (713) 328-7187, if you have any questions.

Best regards,

A handwritten signature in blue ink, appearing to be 'Francis Chin', written over a horizontal line.

Francis Chin  
Sr. Legal Counsel, Regulatory/HSE  
On Behalf of Calumet Waste Systems

Enclosures

cc: Nicole Wood-Chi, Esq.

**From everyday collection to environmental protection, Think Green.® Think Waste Management.**

## **GARY DEVELOPMENT LANDFILL SITE**

### **CALUMET WASTE SYSTEMS, INC.**

#### **SECOND SUPPLEMENTAL RESPONSE TO EPA'S 104(e) INFORMATION REQUEST**

Subject to both the general and specific objections noted below, and without waiving these or other available objections, Calumet Waste Systems, Inc. ("Respondent" or "CWS"), submits the following in response to the Section 104(e) Request for Information ("Information Request") of the U.S. Environmental Protection Agency ("U.S. EPA"), Region 5, pertaining to the Gary Development Landfill Site (the "Site").

#### **INSTRUCTIONS**

3. In answering each question, identify all persons and contribution sources of information.

#### **OBJECTION:**

CWS objects to Instruction 3 to the extent that it seeks to require CWS, if information is responsive to the Information Requests are not within its possession or control, to identify all persons from whom such information may be obtained. This Instruction is overly broad, unduly burdensome, and CWS is not in a position to identify all such persons.

7. You must respond to each question based upon all information and documents in your possession or control, or in the possession or control of your current or former employees, agents, contractors, or attorneys. Information must be furnished regardless of whether or not it is based upon your personal knowledge, and regardless of the source.

#### **OBJECTION:**

CWS objects to Instruction 7 to the extent it requires CWS to provide information not in its possession or control. Furthermore, CWS objects to Instruction 7 to the extent it requires CWS to provide information protected by the attorney-client privilege, the attorney work product doctrine, all privileges and protections related to materials generated in anticipation of litigation and any other privilege or protection available to it under law.

10. If any or the requested documents have been transferred to others or have otherwise been disposed of, identify each document, the person to whom it was transferred, describe the

circumstances surrounding the transfer or disposition, and state the date of the transfer or disposition.

**OBJECTION:**

CWS objects to Instruction 10 to the extent that it seeks to require CWS to provide information that is not within its possession or control. Furthermore, CWS objects to Instruction 10 because it is overly broad and unduly burdensome.

**DEFINITIONS**

1. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
2. The term "arrangement" means every separate contract or other agreement between two or more persons.
4. The terms "documents" includes any written, recorded, computer-generated, or visually or aurally reproduced material of any kind in any medium in your possession, custody or control, or known by you to exist, including originals, all prior drafts, and all non-identical copies.
5. The term "identify" means, with respect to a natural person, to set forth: (a) the person's full name; (b) present or last known business and home addresses and telephone numbers; (c) present or last known employer (including full name and address) with title, position or business.

With respect to a corporation, partnership, or business entity (including a sole proprietorship), the term "identify" means to provide its full name, address, and affiliation with the individual and/or company to whom/which this request is addressed.

10. The term "you" or "your company" or "Respondent" refer not only to the addressee of this letter as it is currently named and constituted, but also to all predecessors and successors of interest of the addressee, and all subsidiaries, divisions, affiliates, and branches of the addressee and its predecessors and successors.

**OBJECTION:**

CWS objects to these definitions on the grounds that they are overly broad, request irrelevant information, and are unduly burdensome.

### **GENERAL OBJECTION TO QUESTIONS**

CWS asserts all privileges and protections applicable to the documents and other information sought by U.S. EPA, including the attorney-client privilege, the attorney work product doctrine, all privileges and protections related to materials generated in anticipation of litigation and any other privilege or protection available to it under law.

It should also be noted that these questions seek information regarding the Gary Development Landfill Site (the "Site") from 1975 to 1999. Therefore, any knowledge and documents regarding this Site are minimal.

Without waving any rights, claims, defenses, objections, or privileges, CWS or any of its affiliates, officers, directors, or employees may have, CWS responds to U.S. EPA based upon information currently available to it. CWS retains the right to supplement its answers to these questions if, and when, more information becomes available in the future.

## ENCLOSURE 6

### INFORMATION REQUEST

1. Provide copies of all documents, records, and correspondence in your possession relating to the Gary Development Landfill.

**Response:** Respondent objects to Information Request Number 1 on the grounds that it is overly broad and is unduly burdensome. Subject to this objection and the General Objections, see attached documents.

28. To the extent not identified in Questions 26 or 27 above, provide all other evidence of casualty, liability and/or pollution insurance issued to Respondent for the period being investigated as identified in Question 26.

**Response:** Respondent objects to Information Request Number 28 on the grounds that it is overly broad, requests irrelevant information and is unduly burdensome. Subject to this objection and the General Objections, see attached documents.

69F

**EXCESS LIABILITY POLICY**

**STOCK COMPANY**

698  
POLICY No. TEL 01151C  
Renewal of TEL 00784C

**TRANSPORT INDEMNITY COMPANY**

3670 WILSHIRE BOULEVARD  
LOS ANGELES, CALIFORNIA 90010

**DECLARATIONS**

**Item 1. Named Insured and Address**

WASTE MANAGEMENT, INC.  
(AS PER UNDERLYING POLICY)  
3003 BUTTERFIELD ROAD  
OAK BROOK, ILLINOIS 60521

**Item 2. Policy Period:**

From **DECEMBER 31, 1984** to **DECEMBER 31, 1985**  
12:01 A.M., standard time at the address of the named insured as stated herein.

**Item 3. Underlying Insurance:**

SEE EXCESS UMBRELLA POLICY DECLARATIONS

**Item 4. Limit(s) of Coverage**

Hereunder:

SEE EXCESS UMBRELLA POLICY DECLARATIONS

**Item 5. Premium: \$20,000.00 FLAT ANNUAL**

**Item 6. Cancellation: SIXTY (60) DAYS**

**Date: FEBRUARY 20, 1985**

By: 

AUTHORIZED REPRESENTATIVE

TRANSPORT INDEMNITY COMPANY  
TRANSPORT UNDERWRITERS ASSOCIATION  
UNDERWRITING MANAGERS

# EXCESS UMBRELLA POLICY

## DECLARATIONS

ITEM 1. Named Insured: WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)

ITEM 2. Underlying Umbrella Policies: NEW ENGLAND REINSURANCE CORPORATION AND VARIOUS  
OTHER INSURANCE COMPANIES

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): \$50,000,000.00

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): \$50,000,000.00

ITEM 5. Limit of Liability (Insuring Agreement 2): \$5,000,000.00 PART OF \$50,000,000.00

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): \$5,000,000.00 PART OF \$50,000,000.00

ITEM 7. Notice of Occurrence (Condition 4) to: TRANSPORT INDEMNITY COMPANY  
3670 WILSHIRE BOULEVARD  
LOS ANGELES, CALIFORNIA 90010

### NAMED INSURED:

As stated in Item 1 of the Declaration forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

## INSURING AGREEMENTS

### 1. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

- (a) imposed upon the Insured by law;
  - or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,
- for damages, direct or consequential and expenses on account of:
- (i) Personal Injuries, including death at any time resulting therefrom;
  - (ii) Property Damage;
  - (iii) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations, (hereinafter called the "Underlying Umbrella Insurers").

Attached to and forming part of Policy No. TEL 01151C

Dated at ROLLING MEADOWS, ILLINOIS

this 20TH day of FEBRUARY, 1985

JMP/jmf

☒ TRANSPORT INDEMNITY COMPANY

☐ COMPAC INSURANCE COMPANY

By   
(Authorized Representative)



ENDORSEMENT  
TRANSPORT INDEMNITY COMPANY  
COMPAC INSURANCE COMPANY

ENDORSEMENT NO.	INSURED	DATE OF ENDORSEMENT
1	WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)	12/31/84 (DATE A.M.)

CONFLICT IN WORDING ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT WHERE THE INSURING AGREEMENT,  
DEFINITIONS AND CONDITIONS APPEARING IN THE EXCESS LIABILITY POLICY  
PRINTED JACKET ARE INCONSISTENT WITH THE INSURING AGREEMENT,  
DEFINITIONS AND CONDITIONS APPEARING IN THE EXCESS UMBRELLA FORM,  
THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS OF THE EXCESS  
UMBRELLA FORM SHALL APPLY.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the above mentioned policy.

JMP/jmf  
2/20/85

☒ TRANSPORT INDEMNITY COMPANY  
☐ COMPAC INSURANCE COMPANY

BY: 

**ENDORSEMENT  
TRANSPORT INDEMNITY COMPANY  
COMPAC INSURANCE COMPANY**

END. NO.	POLICY NUMBER	INSURED	END. EFFECTIVE DATE
2	TEL 01151C	WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)	12/31/84 (12:01 A.M.)

**POLLUTION EXCLUSION - ABSOLUTE**

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OR SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the above mentioned policy.

- ☒ TRANSPORT INDEMNITY COMPANY  
☐ COMPAC INSURANCE COMPANY

JMP/jmf  
2/20/85

AT - 0000

BY: 

# TRANSPORT INDEMNITY COMPANY

POLICY NO.	POLICY NUMBER	INSURED	END. EFFECTIVE DATE
3	TEL 01151C	WASTE MANAGEMENT, INC.	6-18-85 <small>(12 01 A.M.)</small>

IT IS UNDERSTOOD AND AGREED THAT:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> 1. PREMIUM<br><input type="checkbox"/> 2. DEPOSIT PREMIUM<br><input type="checkbox"/> 3. MINIMUM PREMIUM<br><input type="checkbox"/> 4. RATE<br><input type="checkbox"/> 5. INSTALLMENT<br><input type="checkbox"/> 6. AUDIT<br><input type="checkbox"/> IS CHARGED FOR THE PERIOD: | <input type="checkbox"/> 7. COVERAGE<br><input type="checkbox"/> 8. INCEPTION DATE<br><input type="checkbox"/> 9. EXPIRATION DATE<br><input type="checkbox"/> 10. TERMS<br><input type="checkbox"/> 11. NAME OF ASSURED<br><input type="checkbox"/> 12. ADDRESS OF ASSURED<br><input type="checkbox"/> IS AMENDED TO READ AS FOLLOWS: | <input checked="" type="checkbox"/> 13. COVERAGE IS CANCELLED<br><input type="checkbox"/> SHORT RATE<br><input checked="" type="checkbox"/> PRO RATE<br><input type="checkbox"/> 14. ADDITIONAL INSURED BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED |
|--|---|--|

13. - IN CONSIDERATION OF THE RETURN PREMIUM SHOWN BELOW, COVERAGE UNDER THIS POLICY IS HEREBY CANCELLED IN ITS ENTIRETY EFFECTIVE AS SHOWN ABOVE.

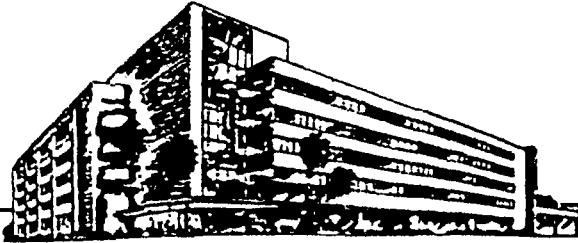
<input type="checkbox"/> ADDITIONAL PREMIUM <input checked="" type="checkbox"/> RETURN PREMIUM <input type="checkbox"/> NIL	\$ \$ 10,740.00 \$ <hr/> \$ 10,740.00
TOTAL	R/P \$

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ROKER/AGENT 5-14-85 RLB/er  
 DATE OF ISSUE

5-2501

BY: 



HOME OFFICE • LOS ANGELES • CALIFORNIA

## TRANSPORT INDEMNITY COMPANY

3670 WILSHIRE BOULEVARD  
LOS ANGELES, CALIFORNIA 90010  
AREA CODE (213) 388-3331  
TELEX NO. 67-3231

POLICY NUMBER: TEL-01151C  
NAMED INSURED: WASTE MANAGEMENT, INC.  
3003 BUTTERFIELD ROAD  
OAK BROOK

IL 60521

4/12/85

### NOTICE OF CANCELLATION NAMED INSURED

CANCELLATION EFFECTIVE DATE: JUNE 18, 1985

GENTLEMEN:

YOU ARE HEREBY NOTIFIED THAT THE POLICY(IES) ENUMERATED ABOVE ARE CANCELLED  
AS OF 12:01 A.M. ON THE CANCELLATION EFFECTIVE DATE SHOWN ABOVE.

YOURS TRULY,

TRANSPORT INDEMNITY COMPANY

*Dan Riley*

DAN RILEY  
CHIEF OPERATING OFFICER

CC: INS. BROKERS SERVICE  
230 W. MONROE ST  
CHICAGO, IL 60606

01/14/85      CONFIRMATION OF INSURANCE      I10435  
BY INSURANCE BROKERS SERVICE, INC.

To: CORROON & BLACK OF ILLINOIS  
135 SOUTH LA SALLE ST  
CHICAGO, IL 60603

ATTENTION: KEN HRUBES

We confirm that acting upon your instructions and for your account we have procured insurance, subject to all of the terms and conditions hereinafter stated, from the Insurer(s) listed below, as follows:

INSURED:  
WASTE MANAGEMENT, INC.

P.O. ADDRESS:  
3003 BUTTERFIELD RD  
OAK BROOK IL 60521

COVERAGE:  
EXCESS UMBRELLA LIABILITY  
FOLLOW FORM NEW ENGLAND'S LEAD

POLICY PERIOD: 12/31/84 to 12/31/85

LIMIT OR AMOUNT:  
\$5,000,000.00 PART OF \$50,000,000.00  
EXCESS \$50,000,000.00 EXCESS UNDERLYING

PREMIUM: \$20,000.00  
RATE: FLAT

INSURER(S):  
TRANSPORT INDEMNITY COMPANY

POLICY #: TEL01151C

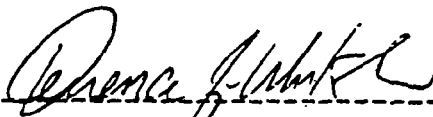
Period 90 days from 12/31/84 to 03/31/85  
both days at 12:01AM, standard time at place of issuance.

Insurance under this Confirmation of Insurance to cease at the last above named date at the place of location or risk insured, or at such time prior thereto as the Cover Note(s), Certificate(s) and/or Policy(ies) may be issued on the above risk, or unless previously cancelled in writing.

This insurance is subject to all of the terms and conditions of the Cover Note, Certificate of Insurance and/or Policy which may be issued.

The Undersigned are not the Insurers, however Insurance has been effected by Insurance Brokers Service, Inc.

INSURANCE BROKERS SERVICE, INC.  
230 WEST MONROE-2250  
CHICAGO, IL 60606  
PHONE 312/621-1770

BY   
TERRENCE J. WINKLER  
EXECUTIVE VICE-PRESIDENT

# **EXCESS LIABILITY POLICY**



**TRANSPORT INDEMNITY COMPANY**

**3670 WILSHIRE BLVD.**

**LOS ANGELES, CALIFORNIA 90010**

# TRANSPORT INDEMNITY COMPANY

HOME OFFICE - LOS ANGELES, CALIFORNIA

(A stock insurance company, herein called the Company)

payment of the premium and subject to the Declarations, Terms and Conditions hereof, the Transport 570 Wilshire Boulevard, Los Angeles, California 90010 (hereinafter called the "Company") and the party or of the Declarations (herein called the Insured) do hereby agree as follows:

## TERMS AND CONDITIONS

### NT

ny indemnifies the Insured against ultimate and arising out of the hazards covered and ss of the underlying insurance as shown in ons (hereinafter referred to as "underlying p to an amount not exceeding the limit(s) Declarations.

inconsistent with this Policy, the coverage cy shall follow the insuring agreements, ons of the underlying insurance (whether medately preceding the layer of coverage y, including any change by endorsements. e notified of any change in coverage or lying insurance and copies thereof shall be any upon request.

nderlying insurance shall be maintained in currency of this Policy except for reduction sion of aggregate limits (if any) contained ment of claims resulting from accidents or 2 during the period thereof. Failure of the th the foregoing shall not invalidate this nt of such failure the company shall be nt that it would have been liable had the with.

imits are specifically stated in Items 3 and 15, the coverage provided by this Policy spect to each accident or occurrence for amount provided for same in the underlying it apply over any reduced amount of under- s event of the exhaustion or reduction of y) in the underlying insurance.

s are specifically stated in Item 3 and 4 his Policy will apply in excess of reduced provided such reduction in the underlying result of accidents or occurrences happening te of this Policy. The Insured shall give the ce as soon as possible of any reduction or ggregate limit in the underlying insurance.

insured is named in the Declarations such shall not have the effect of increasing the ability for each accident or occurrence stated rations.

Company for this excess insurance shall be n Item 5 of the Declarations and is payable Policy.

### NOTICE OF LOSS

8. The Insured shall immediately advise the Company of any accident or occurrence which appears likely to result in liability under this Policy and of subsequent developments likely to affect the Company's liability hereunder. At no time shall the Company be called upon to assume charge of the settlement or defense of any claims made or suits brought or proceedings instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or its underlying insurer or insurers, or both, in the control, defense and/or trial of any claims, suits or proceedings which, in the opinion of the Company, involves or appears reasonably likely to involve the Company. If the company avails itself of such right and opportunity, the Insured, any underlying insurer or insurers and the Company shall cooperate in the control, defense and/or trial of such claims, suits or proceedings, so as to affect a final determination thereof. Failure on the part of the Insured or the underlying insurer or insurers to cooperate shall relieve the Company, at its option, of liability under this Policy.

9. The Insured shall be solely responsible for the investigation, settlement, defense and final disposition of any claim made or suit brought or proceeding instituted against the Insured to which this Policy would apply and which no underlying insurer or insurers is obligated to defend. The Insured shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgment should be settled, provided, however, that the Insured shall not make or agree to any settlement for any sum, in excess of the underlying insurance, without the approval of the Company.

10. The Insured shall (a) cooperate with the underlying insurer or insurers, as required by the terms of the underlying insurance, (b) comply with all the terms and conditions thereof and (c) enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured, because of liability with respect to which insurance is afforded under this Policy and the underlying insurance.

### LOSS PAYABLE

11. The Company's obligation to pay any ultimate net loss and costs with respect to any accident or occurrence falling within the terms of this Policy shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the Insured on account of such accident or occurrence. The Insured shall make claim for any ultimate net loss and costs under this Policy within a period of not exceeding twelve (12) months after, (a) the Insured shall have paid ultimate net loss in excess of the underlying limit, with respect to any accident or occurrence, or

(b) the Insured's obligation to pay such amounts shall have been finally determined, either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the company.

12. All losses covered by this Policy shall be due and payable by the Company within thirty (30) days after claim has been presented and proper proof of payment of ultimate net loss and costs has been submitted, all in accordance with the terms above.

#### ULTIMATE NET LOSS AND COSTS

13. Ultimate net loss, as used herein, shall be understood to mean the sums paid in settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the underlying insurance, policies of co-insurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude all "Costs".

14. The word "costs", as used herein, shall be understood to mean interest on judgments, investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the Insured is not covered by the underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the Insured, and (c) regular fees paid to counsel on general retainer.

15. Costs incurred by the Insured, with the written consent of the Company, shall be apportioned as follows:

- (a) in the event of claim or suit arising which appears likely to exceed the underlying insurance limit or limits, no Costs shall be incurred by the Insured without the written consent of the Company.
- (b) should such claim or suit be settled previous to going into court for not more than the underlying insurance limit or limits, then no Costs shall be payable by the Company.
- (c) should, however, the sum for which the said claim or suit may be settled exceed the underlying insurance limit or limits, then the Company, if it approves such settlement or consents to the proceedings continuing, shall contribute to the Costs incurred by the Insured in the ratio that is proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
- (d) in the event the Insured elects not to appeal a judgment in excess of the underlying insurance limit or limits, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Company exceed its limit or limits of liability as stated above, plus the costs of such appeal.
- (e) in the event a judgment is rendered in excess of the underlying insurance limit or limits and the underlying insurer or insurers elect to appeal such judgment, the duty of obtaining an appeal bond in regard to liability in excess of the underlying insurance limit or limits shall rest with the Insured and its underlying insurer or insurers.

#### SUBROGATION AND SALVAGE

16. All salvages, recoveries or payments recovered or received subsequent to a settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this clause shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.

17. Inasmuch as this Policy is Excess Insurance, the Insured's right of recovery against any person cannot be exclusively subrogated to the company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other parties (including the Insured) concerned, in the

exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any parties (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them, the company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly the parties (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the parties (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

18. Nothing herein contained shall be construed to mean that the Insured shall be required to enforce by legal action any right of subrogation or indemnity before the Company shall pay any loss covered hereunder.

#### TERM

19. This Policy applies only to accidents or occurrences happening between the effective and expiration dates shown in Item 2 of the Declarations, unless otherwise cancelled.

#### NUCLEAR INCIDENT EXCLUSION

20. It is agreed that this Policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provisions relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use



of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used herein:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such

equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

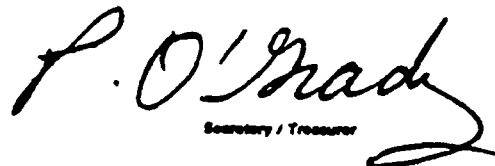
With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

21. This Policy may be cancelled by either party upon written notice, such notice to be not less than the number of days set forth in Item 6 of the Declarations. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate and if cancelled by the Company, adjustment shall be pro rata. However, in the event of cancellation or non-renewal of the underlying insurance immediately preceding this Policy, this Policy terminates as of the same date without notice to the Insured. The Company may, however, cancel this Policy absolutely on five (5) days' notice for non-payment of premium due. Notice shall be given by the Insured to the Company at 3670 Wilshire Boulevard, Los Angeles, California 90010 and by the Company to the Insured at the latter's address as shown in the Declarations. Notice by the Company to the first Named Insured, if more than one, shall be deemed notice to any other interests included as an Insured.

IN WITNESS WHEREOF the Transport Indemnity Company has caused this Policy to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

TRANSPORT INDEMNITY COMPANY

  
President

  
Secretary / Treasurer

## EXCESS UMBRELLA POLICY

### DECLARATIONS

ITEM 1. Named Insured: WASTE MANAGEMENT, INC. (AS PER UNDERLYING POLICY)

ITEM 2. Underlying Umbrella Policies: NEW ENGLAND REINSURANCE CORPORATION AND VARIOUS  
OTHER INSURANCE COMPANIES

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): \$50,000,000.00

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): \$50,000,000.00

ITEM 5. Limit of Liability (Insuring Agreement 2): \$5,000,000.00 PART OF \$50,000,000.00

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): \$5,000,000.00 PART OF \$50,000,000.00

ITEM 7. Notice of Occurrence (Condition 4) to: TRANSPORT INDEMNITY COMPANY  
3670 WILSHIRE BOULEVARD  
LOS ANGELES, CALIFORNIA 90010

#### NAMED INSURED:

As stated in Item 1 of the Declaration forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

### INSURING AGREEMENTS

#### 1. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the insured for all sums which the insured shall be obligated to pay by reason of the liability

(a) Imposed upon the insured by law;

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, for damages, direct or consequential and expenses on account of:

- (i) Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;
- (iii) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations, (hereinafter called the "Underlying Umbrella Insurers").

Attached to and forming part of Policy No. TEL 01151C

Dated at ROLLING MEADOWS, ILLINOIS

this 20TH day of FEBRUARY, 1985

JMP/jmf

☒ TRANSPORT INDEMNITY COMPANY

☐ COMPAC INSURANCE COMPANY

By   
(Authorized Representative)

## 2. LIMIT OF LIABILITY - UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:  
\$ (as stated in Item 3 of the Declaration) Ultimate Net Loss in respect of each occurrence, but  
\$ (as stated in Item 4 of the Declaration) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured,

and the Company shall then be liable to pay only the excess thereof up to a further  
\$ (as stated in Item 5 of the Declaration) Ultimate Net Loss in respect of each occurrence - subject to a limit of  
\$ (as stated in Item 6 of the Declaration) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

## CONDITIONS

### 1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this insurance in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy, the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declaration prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

### 3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party stating when not less than the number of days set forth in Item 6 of the Excess Liability Policy Declarations. The Company may, however, cancel this Policy absolutely on ten (10) days' notice for non-payment of premium due. The mailing of notice as aforesaid by the Company or their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or their representatives shall be equivalent to mailing.

If this policy shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium for the period this insurance has been in force. If this Policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

### 4. NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent as stated in Item 7 of the Declaration as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

### 5. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy, shall be in excess of and shall not contribute with such other insurance.

Republic Ins Co  
CDE 1694

704

CDE 1694

Renewal of No.

NEW

DECLARATIONS - SPECIAL COVERAGE POLICY

STOCK COMPANY

☒ **REPUBLIC INSURANCE COMPANY**  
☐ **VANGUARD INSURANCE COMPANY**  
2727 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219

Named Insured and Mailing Address

Waste Management, Inc.  
3003 Butterfield Road  
Oak Brook, IL 60521

Item 1. Policy Period: From March 1, 1985 To December 31, 1985

12:01 A.M., Standard Time at the address of the named insured as stated herein.

Item 2. Premium: Advance Premium: \$ 10,450  
Rate: Flat

Minimum Premium: \$10,450

If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
\$	\$	\$

Item 3. Coverage: Excess Umbrella

Item 4. Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

\$5,000,000 p/o \$50,000,000 each occurrence/aggregate  
Excess Of \$100,000,000 each occurrence/aggregate

Item 5. During the past three years no insurer has cancelled insurance issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.

Item 6. Endorsements: S/L 84C, 20, 88A, 79, 214, 41, 74

Countersigned by

*Robert M. Zickler*  
Authorized

Date of Issue: 04/08/85 1d

☒ **REPUBLIC INSURANCE COMPANY**  
☐ **VANGUARD INSURANCE COMPANY**

(A Stock Insurance Company, Herein Called the Company)

**EXCESS UMBRELLA POLICY  
INSURING AGREEMENTS**

**1. COVERAGE**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Named Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom,
- (b) Property Damage,
- (c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

**UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:**

New England Ins. #TBD

**2. LIMIT OF LIABILITY - UNDERLYING LIMITS**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$100,000,000                      ultimate net loss in respect of each occurrence, but
- (b) \$100,000,000                      in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$5,000,000 p/o                      ultimate net loss in all respect of each occurrence - subject to a limit of  
\$50,000,000
- (d) \$5,000,000 p/o                      in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.  
\$50,000,000

**DEFINITIONS**

**1. NAMED INSURED:**

The words "Named Insured" includes The Named Insured Stated in The Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

**2. INSURED:**

The word "Insured" includes The Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of The Named Insured, while acting in his capacity as such.

## CONDITIONS

### 1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY —

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2c and 2d shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE —

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Insuring Agreement 1 prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella

Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition of the Underlying Umbrella Policies.

### 3. NOTICE OF OCCURRENCE —

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this Policy, notice shall be given by or on behalf of the insured to Cravens, Dargan & Company and/or Southwest Adjustment and Survey Co P. O. Box 1660, Houston, Texas 77251 as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

### 4. OTHER INSURANCE —

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

POLLUTION EXCLUSION - III

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_ 19 \_\_\_\_\_

S/L 84C  
REV. (08/93)

CRAVENS, DARGAN & COMPANY

By \_\_\_\_\_



CARE, CUSTODY OR CONTROL EXCLUSION  
MODIFIED  
(Includes BFPD)

It is agreed that this policy does not apply to property damage to property owned or occupied by or rented to the Insured, or Property used by the Insured, or as to which the Insured is for any purpose exercising physical control except insofar as coverage is provided for Broad Form Property Damage, at the full limits of liability described in the Schedule of Underlying Insurance.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_ 19\_\_

S/L 20  
(REV. 11/32)

CRAVENS, DARGAN & COMPANY

PRODUCTS/COMPLETED OPERATIONS LIABILITY  
FOLLOWING FORM

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of products or completed operations as defined (in the general liability policy described in the schedule of underlying insurance), unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_ 19\_\_

FOLLOWING FORM PERSONAL INJURY

It is agreed that, except insofar as coverage is provided to the Insured in the underlying insurance, as set forth in the Schedule of Underlying Insurance, this policy does not apply to liability arising out of the following offenses:

- 1) False arrest, detention or imprisonment, or malicious prosecution;
- 2) The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy including publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Insured;
- 3) Wrongful entry or eviction, or other invasion of the right of private occupancy;
- 4) Discrimination, humiliation and mental anguish.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_ 19\_\_

S/L 79  
(REV. 11/82)

CRAVENS, DARGAN & COMPANY

By \_\_\_\_\_

DISCRIMINATION LIABILITY LIMITATION

It is understood and agreed that this policy does not cover liability arising out of any claim or loss for employer-employee discrimination.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_ 19 \_\_\_\_\_

S/L 214  
(Rev.10/84)

CRAVENS, DARGAN & COMPANY

By \_\_\_\_\_

# ERISA EXCLUSION

In consideration of the premium charged for this policy, it is hereby understood and agreed the policy shall not apply to any liability arising out of the intentional or unintentional violation or violations of any provision or provisions of the EMPLOYEE RETIREMENT INCOME SECURITY ACT of 1974 (ERISA) as amended, or the administration or handling of any employee benefit program subject to regulation under this act.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_ 19\_\_

S/L 41  
(REV. 11/82)

CRAVENS, DARGAN & COMPANY

By \_\_\_\_\_

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM)

It is agreed that the policy does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this endorsement

"hazardous properties" includes radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

CDE 1694

Renewal of No.

NEW

DECLARATIONS - SPECIAL COVERAGE POLICY

STOCK COMPANY

☒ **REPUBLIC INSURANCE COMPANY**  
☐ **VANGUARD INSURANCE COMPANY**  
2727 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219

Named Insured and Mailing Address

Waste Management, Inc.  
3003 Butterfield Road  
Oak Brook, IL 60521

Item 1. Policy Period: From March 1, 1985 To December 31, 1985

12:01 A.M., Standard Time at the address of the named Insured as stated herein.

Item 2. Premium: Advance Premium: \$ 10,450  
Rate: Flat

Minimum Premium: \$10,450

If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
\$	\$	\$

Item 3. Coverage: Excess Umbrella

Item 4. Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

\$5,000,000 p/o \$50,000,000 each occurrence/aggregate  
Excess Of \$100,000,000 each occurrence/aggregate

Item 5. During the past three years no insurer has cancelled insurance issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.

Item 6. Endorsements: S/L 84C, 20, 88A, 79, 214, 41, 74

Countersigned by

*Robert M. Zinke*  
Authorized

Date of Issue: 04/08/85 1d

☒ **REPUBLIC INSURANCE COMPANY**  
☐ **VANGUARD INSURANCE COMPANY**

(A Stock Insurance Company, Herein Called the Company)

**EXCESS UMBRELLA POLICY  
INSURING AGREEMENTS**

**1. COVERAGE**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Named Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom,
- (b) Property Damage,
- (c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

**UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:**

New England Ins. #TBD

**2. LIMIT OF LIABILITY - UNDERLYING LIMITS**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

(a) \$100,000,000                      ultimate net loss in respect of each occurrence, but

(b) \$100,000,000                      in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured

and the Company shall then be liable to pay only the excess thereof up to a further

(c) \$5,000,000 p/o                      ultimate net loss in all respect of each occurrence - subject to a limit of  
\$50,000,000

(d) \$5,000,000 p/o                      in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.  
\$50,000,000

**DEFINITIONS**

**1. NAMED INSURED:**

The words "Named Insured" includes The Named Insured Stated in The Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

**2. INSURED:**

The word "Insured" includes The Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of The Named Insured, while acting in his capacity as such.



POLLUTION EXCLUSION - III

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_ 19 \_\_\_\_\_

S/L 84C  
REV. (08/83)

CRAVENS, DARGAN & COMPANY

CARE, CUSTODY OR CONTROL EXCLUSION  
MODIFIED  
(Includes BFPD)

It is agreed that this policy does not apply to property damage to property owned or occupied by or rented to the Insured, or Property used by the Insured, or as to which the Insured is for any purpose exercising physical control except insofar as coverage is provided for Broad Form Property Damage, at the full limits of liability described in the Schedule of Underlying Insurance.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_ 19\_\_

S/L 20  
(REV. 11/82)

CRAVENS, DARGAN & COMPANY

PRODUCTS/COMPLETED OPERATIONS LIABILITY  
FOLLOWING FORM

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of products or completed operations as defined (in the general liability policy described in the schedule of underlying insurance), unless such liability is covered by valid and collectible underlying insurance as described in the schedule of underlying insurance, and then only for such hazards for which coverage is afforded under said underlying insurance.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_ 19\_\_

FOLLOWING FORM PERSONAL INJURY

It is agreed that, except insofar as coverage is provided to the Insured in the underlying insurance, as set forth in the Schedule of Underlying Insurance, this policy does not apply to liability arising out of the following offenses:

- 1) False arrest, detention or imprisonment, or malicious prosecution;
- 2) The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy including publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Insured;
- 3) Wrongful entry or eviction, or other invasion of the right of private occupancy;
- 4) Discrimination, humiliation and mental anguish.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_ 19\_\_

S/L 79  
(REV. 11/82)

CRAVENS, DARGAN & COMPANY

By \_\_\_\_\_

DISCRIMINATION LIABILITY LIMITATION

It is understood and agreed that this policy does not cover liability arising out of any claim or loss for employer-employee discrimination.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_ 19 \_\_\_\_\_

S/L 214  
(Rev.10/84)

CRAVENS, DARGAN & COMPANY

By \_\_\_\_\_

ERISA EXCLUSION

In consideration of the premium charged for this policy, it is hereby understood and agreed the policy shall not apply to any liability arising out of the intentional or unintentional violation or violations of any provision or provisions of the EMPLOYEE RETIREMENT INCOME SECURITY ACT of 1974 (ERISA) as amended, or the administration or handling of any employee benefit program subject to regulation under this act.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_ 19\_\_

S/L 41  
(REV. 11/82)

CRAVENS, DARGAN & COMPANY

By \_\_\_\_\_

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM)

It is agreed that the policy does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this endorsement

"hazardous properties" includes radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"Waste" means any waste material (1) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof.

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises, where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property the word "injury" or "destruction" includes all forms of radioactive contamination of property.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, declarations, exclusions, conditions or agreements of the Policy other than as above stated.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.

To be attached to and forming part of Policy No. \_\_\_\_\_

Issued to \_\_\_\_\_

Endorsement No. \_\_\_\_\_

Effective \_\_\_\_\_

S/L 74  
(REV. 11/82)

CRAVENS, DARGAN & COMPANY

By \_\_\_\_\_



☒ **REPUBLIC INSURANCE COMPANY**  
☐ **VANGUARD INSURANCE COMPANY**

STOCK COMPANY

- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof.

Member Of  
**REPUBLIC INSURANCE COMPANY GROUP**  
A CAPITAL STOCK COMPANY

2727 Turtle Creek Boulevard, Dallas, Texas 75219

EFFECTED THROUGH  
**CRAVENS, DARGAN & CO., SPECIAL RISKS**  
P. O. Box 1660 — Houston, Texas 77001

This policy is made and accepted subject to the provisions and stipulations hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of the policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

### CONDITIONS

1. **Premium Computation:** The deposit premium stated in the declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

2. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **Action Against Company:** No action shall lie against the company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the company.

4. **Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

5. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or stop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

6. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Named Insured's legal representative as Named Insured; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

7. **Cancellation:** This policy may be canceled by the Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the Insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premiums shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

8. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

*Thomas H. Bradley*  
Secretary

*John F. Knight*  
President

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This policy shall not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this policy:

- "hazardous properties" includes radioactive, toxic or explosive properties;
- "nuclear material" means source material, special nuclear material or byproduct material;
- "source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;
- "Waste" means any waste material (1) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof.
- "nuclear facility" means:
- (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination or property.

## WAR RISK EXCLUSION ENDORSEMENT

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.



Former Policy No. LCO 55 11 4

**St. Paul  
Surplus Lines  
Insurance Company**

St. Paul, Minnesota 55102  
A Capital Stock Company  
Herein called the company

**Excess Third Party Liability Policy**  
DECLARATIONS

**St Paul**  
SURPLUS LINES  
INSURANCE COMPANY

100 00 10000 1-2-1

Item 1. Waste Management, Inc. etal  
(Per Endorsement #1)  
3003 Butterfield Road  
Oakbrook, IL 60521

Item 2. POLICY PERIOD: \*  
From 12-31-84 To 12-31-85 \*12:01 A.M. Standard Time at the address of the Insured as stated herein.  
AUDIT PERIOD: (If Applicable)  
Annual unless otherwise stated.

Item 3. PREMIUM COMPUTATION:  
Premium Basis Estimated Exposure Rate Minimum Premium Total Advance Premium  
FLAT \$ 100,000. \$ 100,000.

Item 4. UNDERLYING INSURANCE:  
Insurer's Name Policy No's. (Including Renewals or Replacements) Description of Coverage  
New England LU000560 Umbrella

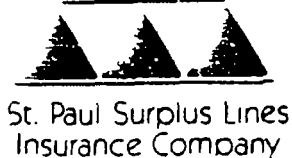
Item 5. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all terms of this Policy having reference thereto.

SECTION I		in excess of		SECTION II		COVERAGE
COMPANY LIMITS		UNDERLYING LIMITS				
\$	Each person	\$	Each person			AUTOMOBILE
\$	Each occurrence	\$	Each occurrence			
\$	Each occurrence	\$	Each occurrence			Bodily Injury
\$	Each occurrence	\$	Each occurrence			Property Damage
\$	Each occurrence	\$	Each occurrence			Combined Single Limit
\$	Each occurrence and Aggregate	\$	Each occurrence Aggregate			LIABILITY OTHER THAN AUTO
\$	Each occurrence and Aggregate	\$	Each occurrence Aggregate			Bodily Injury
\$	Each occurrence and Aggregate	\$	Each occurrence Aggregate			Property Damage
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate			Combined Single Limit
\$	Each claim and Aggregate	\$	Each claim Aggregate			PROFESSIONAL LIABILITY
\$ 5,000,000.	Each occurrence and Aggregate	\$ 10,000,000.	Each occurrence Aggregate			COMPREHENSIVE CATASTROPHE OR UMBRELLA LIABILITY
		\$ 10,000,000.				

12-17-85 CMM  
COUNTERSIGNATURE DATE

St. Paul, MN  
COUNTERSIGNED AT


*Marcella K. Beatty*  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**NO. 1 TO POLICY NO. LC0 55 15633EFFECTIVE DATE 12-31-84NAMED  
INSURED Waste Management Inc., etal☐ ADDITIONALPREMIUM \$ Nil☐ RETURN

It is hereby understood and agreed that the words "Named Insured" wherever used in this policy, shall mean Waste Management, Inc. and any other legal entity specifically identified as a named insured in an endorsement attached to this policy and also any subsidiary company or corporation of such legal entity (including subsidiaries thereof) and any other company or corporation under the financial control and active management of such legal entity, as now or hereinafter constituted, including Waste Management, Inc.'s interest in any Joint Venture.

All other terms and conditions remain unchanged.

By Marcella K. Brady  
Authorized Representative


 St. Paul Surplus Lines Insurance Company	<p style="text-align: center;"><b>ENDORSEMENT</b></p> NO. <u>2</u> TO POLICY NO. <u>LC0 55 15633</u> EFFECTIVE DATE <u>12-31-84</u>
NAMED INSURED <u>Waste Management Inc. etal</u>	<input type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN PREMIUM \$ <u>Nil</u>

**POLLUTION EXCLUSION - ABSOLUTE**

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water.

All other terms and conditions remain unchanged.

By Marcella K. Brady  
Authorized Representative

 St. Paul Surplus Lines Insurance Company	<p style="text-align: center;"><b>ENDORSEMENT</b></p> NO. <u>3</u> TO POLICY NO. <u>LC0 55 15633</u> EFFECTIVE DATE <u>12-31-84</u>
NAMED INSURED <u>Waste Management, Inc. etal</u>	<input type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN PREMIUM \$ <u>Nil</u>

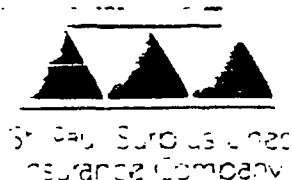
Revised Notice of Cancellation

It is understood and agreed that policy condition, number 6. Cancellation is amended to provide that this policy may be cancelled by the Company by mailing to the Insured at the address shown in the Declarations, written notice stating when not less than sixty (60) days (ten (10) days in the event of non-payment of any premium) thereafter such cancellation shall be effective.

All other terms and conditions remain unchanged.

By Marcella K. Beatty  
Authorized Representative



**ENDORSEMENT**NO. 4 TO POLICY NO. LC0 55 15633EFFECTIVE DATE 12-31-84NAMED  
INSURED Waste Management Inc., etal.☐ ADDITIONALPREMIUM \$ Nil☐ RETURN**SERVICE OF SUIT**

It is agreed that in the event of the failure of this Company hereon to pay any amount claimed to be due hereunder, this Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit maybe made upon THE COMPANIES, President, or his nominee, of this Company at 445 Minnesota Street, Suite 900, St. Paul, Minnesota 55101 and that in any suit instituted against any one of them upon this Policy this Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any state, territory or district of the United States of America, which makes provision therefor, this Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions remain unchanged.

By

  
Authorized Representative

01/14/85      **CONFIRMATION OF INSURANCE**      **I10425**  
BY INSURANCE BROKERS SERVICE, INC.

To: CORROON & BLACK OF ILLINOIS  
135 SOUTH LA SALLE ST  
CHICAGO, IL 60603

ATTENTION: KEN HRUBES

We confirm that acting upon your instructions and for your account we have procured insurance, subject to all of the terms and conditions hereinafter stated, from the Insurer(s) listed below, as follows:

INSURED:  
WASTE MANAGEMENT, INC.

P.O. ADDRESS:  
3003 BUTTERFIELD RD  
OAK BROOK IL 60521

COVERAGE:  
EXCESS UMBRELLA LIABILITY  
FOLLOW FORM NEW ENGLAND'S LEAD

POLICY PERIOD: 12/31/84 to 12/31/85

LIMIT OR AMOUNT:  
\$5,000,000.00 EXCESS \$10,000,000.00 EXCESS UNDERLYING

PREMIUM: \$100,000.00  
RATE: FLAT

INSURER(S):  
ST. PAUL SURPLUS LINES INS.

POLICY #: LC05515633

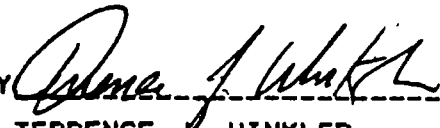
Period 90 days from 12/31/84 to 03/31/85  
both days at 12:01AM, standard time at place of issuance.

Insurance under this Confirmation of Insurance to cease at the last above named date at the place of location or risk insured, or at such time prior thereto as the Cover Note(s), Certificate(s) and/or Policy(ies) may be issued on the above risk, or unless previously cancelled in writing.

This insurance is subject to all of the terms and conditions of the Cover Note, Certificate of Insurance and/or Policy which may be issued.

The Undersigned are not the Insurers, however Insurance has been effected by Insurance Brokers Service, Inc.

INSURANCE BROKERS SERVICE, INC.  
230 WEST MONROE-2250  
CHICAGO, IL 60606  
PHONE 312/821-1770

BY   
TERRENCE J. WINKLER  
EXECUTIVE VICE-PRESIDENT

St. Paul  
Surplus Lines  
Insurance Company

LCO 55 15633  
12-31-84/85

**Excess  
Third  
Party  
Liability  
Policy**

**The St. Paul**  
Property & Liability  
Insurance

In consideration of the payment of Premium, in reliance upon the statements made by the Insured, the Company, designated on the Declarations page, herein, and the Company, A Capital Stock Company, AGREES with the Insured:

## INSURING AGREEMENTS

### I. COVERAGE

To indemnify the Insured, in accordance with the applicable provisions of the "Immediate underlying policy" for the amount of "loss" which is in excess of the applicable Limits of the "underlying insurance" described in Item 4 of the Declarations.

The provisions of the "Immediate underlying policy" are incorporated as part of this Policy except for any obligation to investigate and defend and pay for costs and expenses incident to the same, the amount of the limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this Policy.

This Policy shall apply only to coverages for which an amount is indicated in Section I of Item 5 of the Declarations and then only in excess of the corresponding amount shown in Section II of Item 5 of the Declarations.

### II. POLICY PERIOD

This Policy applies only to "loss" arising out of injury, damage or destruction which occurs during the policy period stated in the Declarations.

### III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this Policy, or (2) persons or organizations to whom the Insured may be liable for loss, the Company's liability shall not exceed the amounts stated in Section I of Item 5 of the Declarations.

A. With respect to coverages for which an aggregate limit is shown in Section I of Item 5 of the Declarations, aggregate means the total limit of the Company's liability during any one aggregate period either (1) with respect to any cause of loss for which the "underlying insurance" has an aggregate limit, or (2) with respect to the "products hazard" or the "completed operations hazard" (as defined herein) if the "underlying insurance" does not contain an aggregate limit with respect to these hazards.

#### B. Reduction Of The Aggregate

This provision applies only if this Policy contains an aggregate limit of liability which applies to the occurrence.

If the limit of liability of the "underlying insurance" is less than as stated in Section II of Item 5 of the Declarations because the aggregate limits of liability of the "underlying insurance" have been reduced, this Policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this Policy and not before. Nothing contained herein shall operate to increase the limit of the Company's liability.

#### C. Application Of The Aggregate To Periods Of Time

The aggregate limits of liability of this Policy apply separately to each aggregate period. The first aggregate period of this Policy begins on the effective date of this Policy and ends on the next termination date of the aggregate period of the "Immediate underlying policy." Any succeeding aggregate period of this Policy is concurrent with the aggregate period of the "Immediate underlying policy" unless it is the final aggregate period. The final aggregate period of this Policy begins on the termination date of the aggregate period of the "Immediate underlying policy" immediately preceding the expiration date of this Policy and ends on the expiration date of this Policy.

## NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Policy or of any endorsement used herewith does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
4. As used in this Policy:
  - "hazardous properties" include radioactive, toxic or explosive properties;
  - "nuclear material" means source material, special nuclear material or byproduct material;
  - "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

This policy is not complete unless a Declaration Form is attached.

**"spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

**"waste"** means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

**"nuclear facility"** means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

**"nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

## DEFINITIONS

### 1. Immediate Underlying Policy

**"Immediate underlying policy"** means the policy of the "underlying insurance" which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this Policy.

### 2. Loss

**"Loss"** means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the Insured is legally liable, after making deductions for all recoveries, salvages and other insurances (whether recoverable or not) other than the "underlying insurance" and excess insurance purchased specifically to be in excess of this Policy. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses incident to any of the same, notwithstanding that the "underlying insurance" may provide insurance for such costs and expenses.

### 3. Underlying Insurance

**"Underlying insurance"** means the insurance policies described in Item 4 of the Declarations and includes any renewal or replacement of such policies.

### 4. Completed Operations Hazard

The term **"completed operations hazard"** includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. Operations include materials, parts or equipment furnished in connection therewith.

Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the Insured under the contract have been completed,
- (b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed, or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (1) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- (2) the existence of tools, uninstalled equipment or abandoned or unused materials.

### 5. Products Hazard

The term **"products hazard"** includes bodily injury and property damage arising out of the Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Insured and after physical possession of such products has been relinquished to others.

## CONDITIONS

### 1. Underlying Insurance — Changes During this Policy Period

Any change in coverage or premium in the "underlying insurance" shall be promptly reported to the Company and the Insured shall upon request, furnish the Company with copies of such changes.

Any change in the premium for the "underlying insurance" shall be promptly reported to the Company and the premium for this Policy, subject to the minimum premium, may be adjusted accordingly.

**2. Notice of Loss; Participation in Defense by the Company**

Notice of an occurrence which appears likely to involve this Policy shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. The Company at its own option may, but is not required to, participate in the investigation, settlement or defense of any claim or suit against the Insured.

In the event expense in connection with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or the Underlying Insurer, the Company, in addition to its limits of liability as expressed in Item 5 of the Declarations shall be liable for no greater proportion of such expense and/or costs than the amount payable by the Company under this Policy bears to the total loss payment.

**3. Action Against Company**

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this Policy.

Any person or organization or the legal representative thereof who has secured a judgment against the Insured shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Any payments by the Company under this Condition 3 shall discharge the Company's obligation to the Insured to the extent of such payments.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

**4. Subrogation and Other Recoveries**

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the occurrence to prejudice such rights.

Because this Policy affords excess coverage, the Insured's right of recovery cannot always be exclusively subrogated to the Company. It is, therefore, agreed that the Company shall act in concert with all other interests concerned, including the Insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the Insured, that shall have paid an amount over and above any payment under this Policy shall first be reimbursed up to the amount paid by such interest; the Company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of loss covered under this Policy; and lastly, the interests, including the Insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the Insured, in the ratio of their respective recoveries or in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

**5. Other Insurance**

This Condition does not apply with respect to the "underlying insurance" or excess insurance purchased specifically to be in excess of this Policy.

If, with respect to a loss covered hereunder, the Insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such loss; provided, that if the applicable limit of liability of this Policy is greater than the applicable limit of liability provided by the other insurance, this Policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the Insured, as respects the layer of coverage afforded by this Policy, a total limit of liability equal to the applicable limit of liability afforded by this Policy.

**6. Cancellation**

This Policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Named Insured at the address shown in the Declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

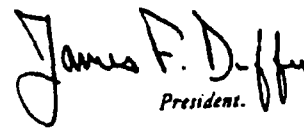
If the Named Insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium or minimum premium, whichever is greater, shall be computed, pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**7. Maintenance of Underlying Insurances**

It is a condition of this Policy that the policy or policies referred to in Item 4 of the Declarations, including renewal or replacements thereof, shall be maintained, without alteration of terms or conditions, in full effect during the currency of this Policy except for any reduction or exhaustion of the aggregate limit contained therein solely by reason of losses that arise out of occurrences which take place during the period of this Policy. Failure of the Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failure the Company shall be liable hereunder only to the extent that it would have been liable had the Insured complied therewith.

IN WITNESS WHEREOF, The Company designated on the Declarations page has caused this Policy to be signed by its President and Secretary and countersigned on the Declarations page by a duly authorized representative of the Company.

  
Secretary.

  
President.

73A

Former Policy / No. New

St. Paul  
Surplus Lines  
Insurance Company

St. Paul, Minnesota 55102  
A Capital Stock Company  
Herein called the company

**Excess Third Party Liability Policy**  
DECLARATIONS



**NOTICE TO POLICYHOLDER**

THIS CONTRACT IS ISSUED, PURSUANT TO SECTION 445 OF THE ILLINOIS INSURANCE CODE, BY AN INSURER NOT AUTHORIZED AND LICENSED TO TRANSACT BUSINESS IN ILLINOIS AND AS SUCH IS NOT COVERED BY THE ILLINOIS INSURANCE GUARANTY FUND.

LC0 55 16865 1-1-1

**Item 1.**

Waste Management, Inc., etal  
3003 Butterfield Road  
Oakbrook, IL 60521

**Item 2. POLICY PERIOD:**

From	To	*12:01 A.M. Standard Time at the address of the Insured as stated herein.
12-31-85	12-31-86	

**AUDIT PERIOD:** (If Applicable)  
Annual unless otherwise stated.

N/A

**Item 3. PREMIUM COMPUTATION:**

Premium Basis	Estimated Exposure	Rate	Minimum Premium	Total Advance Premium
Flat			\$ 250,000	\$ 250,000

**Item 4. UNDERLYING INSURANCE:**

Insurer's Name	Policy No.'s. (Including Renewals or Replacements)	Description of Coverage
First State Insurance Company	To Be Determined	

Umbrella SURPLUS LINE TAX \$7,500.00  
FIRE MARSHAL TAX  
ASSOCIATION STAMPING FEE \$1,250.

**Item 5. LIMITS OF LIABILITY:** The limit of the Company's liability shall be as stated herein, subject to all terms of this Policy having reference thereto.

SECTION I COMPANY LIMITS		in excess of	SECTION II UNDERLYING LIMITS		COVERAGE
\$	Each person	\$	Each person		AUTOMOBILE
\$	Each occurrence	\$	Each occurrence		
\$	Each occurrence	\$	Each occurrence		
\$	Each occurrence	\$	Each occurrence		Combined Single Limit
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate		LIABILITY OTHER THAN AUTO
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate		
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate		
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate		Combined Single Limit
\$	Each claim and Aggregate	\$	Each claim and Aggregate		PROFESSIONAL LIABILITY
\$	Each claim and Aggregate	\$	Each claim and Aggregate		
\$2,500,000	Each occurrence	\$ 500,000	Each occurrence		COMPREHENSIVE CATASTROPHE OR UMBRELLA LIABILITY
\$5,000,000	part of and Aggregate	\$ 5,000,000	Aggregate		

as 2-4-86  
COUNTERSIGNATURE DATE

St. Paul, Minnesota  
COUNTERSIGNED AT

*Progn S. Kalk II*  
AUTHORIZED REPRESENTATIVE





St. Paul Surplus Lines  
Insurance Company

NAMED  
INSURED Waste Management, Inc., etal

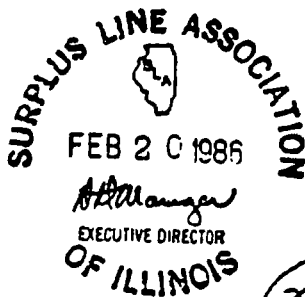
ENDORSEMENT

NO. 1 TO POLICY NO. LCO 55 16865

EFFECTIVE DATE 12-31-85

☐ ADDITIONAL PREMIUM \$ N11  
☐ RETURN

It is hereby understood and agreed that the words "Named Insured" wherever used in this policy, shall mean Waste Management, Inc. and any other legal entity specifically identified as a named insured in an endorsement attached to this policy and also any subsidiary company or corporation of such legal entity (including subsidiaries thereof) and any other company or corporation under the financial control and active management of such legal entity, as now or hereinafter constituted, including Waste Management, Inc.'s interest in any Joint Venture.



All other terms and conditions remain unchanged.

By

Roger S. Kolb II  
Authorized Representative



St. Paul Surplus Lines  
Insurance Company

ENDORSEMENT

NO. 2 TO POLICY NO. LCO 55 16865

EFFECTIVE DATE 12-31-85

NAMED  
INSURED Waste Management, Inc., etal

☐ ADDITIONAL

PREMIUM \$ N11

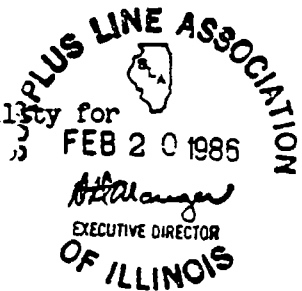
☐ RETURN

CARE, CUSTODY & CONTROL - ALL PROPERTY

It is agreed that this policy shall not apply to any liability for  
property damage to property

1. owned or occupied by or rented to the insured,
2. used by the insured, or
3. in the care, custody or control of the insured or as to which  
the insured is for any purpose exercising physical control;

unless such liability is covered by valid and collectible underlying  
insurance as described in the schedule of underlying insurance, and  
then only for such hazards for which coverage is afforded under said  
underlying insurance.



All other terms and conditions remain unchanged.

By

Robert S. Kolb II  
Authorized Representative



St. Paul Surplus Lines  
Insurance Company

NAMED  
INSURED Waste Management, Inc., etal

**ENDORSEMENT**

NO. 3 TO POLICY NO. LCO 55 16865

EFFECTIVE DATE 12-31-85

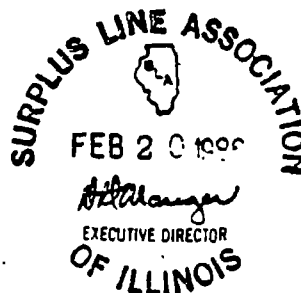
☐ ADDITIONAL

PREMIUM \$ N11

☐ RETURN

ERISA LIABILITY EXCLUSION

It is agreed that coverage does not apply to personal injury or property damage arising out of the Employee Retirement Income Security Act of 1974, or any amendments thereto.



All other terms and conditions remain unchanged.

By

Robert S. Kolb II  
Authorized Representative



St. Paul Surplus Lines  
Insurance Company

NAMED INSURED Waste Management, Inc., etal

ENDORSEMENT

NO. 4 TO POLICY NO. LCO 55 16865

EFFECTIVE DATE 12-31-85

☐ ADDITIONAL

☐ RETURN

PREMIUM N11

FEB 20 1986

ABSOLUTE EXCLUSION - ASBESTOS CLAIMS

EXECUTIVE DIRECTOR

It is understood and agreed that the insurance provided by this policy shall not apply to any "Asbestos Claim" as defined herein.

It is further agreed that in the event underlying insurance available to the insured is reduced or exhausted by payment of any "Asbestos Claim", the coverage under this policy shall apply in excess of the applicable limit of liability specified in Item 5, Section II, of the policy declarations page, as if the underlying insurance had not been reduced or exhausted by the payment of any "Asbestos Claims".

"Asbestos Claim" shall mean any claim based upon or arising out of the manufacture, sale, distribution, handling, installation, repair, removal, disposal or use of any product containing asbestos in any form.

All other terms and conditions remain unchanged.

By Roger S. Kolb II  
Authorized Representative



St. Paul Surplus Lines  
Insurance Company

NAMED  
INSURED Waste Management, Inc., etal

#### ENDORSEMENT

NO. 5 TO POLICY NO. LCO 55 16865

EFFECTIVE DATE 12-31-85

☐ ADDITIONAL

PREMIUM \$ Nil

☐ RETURN

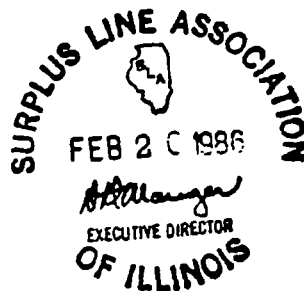
#### MARITIME EXCLUSION

This policy does not apply to personal injury or property damage arising out of the chartering, by the insured, of any watercraft including but not limited to:

1. Liabilities for physical loss or damage to the chartered vessel, or liabilities for such loss or damage arising out of loading and/or unloading operations.
2. Liabilities imposed upon the insured by law for personal injury or property damage other than excluded by (1) above.

"Watercraft" means a vehicle designed for travel principally on the water, and includes a hovercraft.

It is further understood and agreed that this policy does not apply to Personal Injury or Property Damage to or arising out of vessels or cargoes while in the care, custody or control of the Insured.



All other terms and conditions remain unchanged.

By Roan S. Kolb II  
Authorized Representative



St. Paul Surplus Lines  
Insurance Company

NAMED INSURED Waste Management, Inc., etal

ENDORSEMENT

NO. 6 TO POLICY NO. LCO 55 16865

EFFECTIVE DATE 12-31-85

☐ ADDITIONAL

PREMIUM \$ Nil

☐ RETURN

POLLUTION EXCLUSION - ABSOLUTE

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

SURPLUS LINE ASSOCIATION  
FEB 20 1986

*A. Mangan*  
EXECUTIVE DIRECTOR

OF ILLINOIS

By

*Robert S. Kall II*  
Authorized Representative

All other terms and conditions remain unchanged.



St. Paul Surplus Lines  
Insurance Company

NAMED  
INSURED Waste Management, Inc., etal

ENDORSEMENT

NO. 7 TO POLICY NO. LCO 55 16865

EFFECTIVE DATE 12-31-85

☐ ADDITIONAL

PREMIUM \$ Nil

☐ RETURN

FOREIGN LIABILITY

It is agreed that the insurance afforded by this policy shall apply with respect to liability arising out of Foreign Liability but only if such liability is covered by valid and collectible underlying insurance by an underlying policy listed in the schedule of underlying insurance and then only for such hazards for which coverage is afforded by said underlying insurance.

SURPLUS LINE ASSOCIATION  
FEB 20 1986

*W. Mangen*  
EXECUTIVE DIRECTOR

OF ILLINOIS

All other terms and conditions remain unchanged.

By

*Robert S. Kolk I*  
Authorized Representative



St. Paul Surplus Lines  
Insurance Company

NAMED  
INSURED Waste Management, Inc., etal

**ENDORSEMENT**

NO. 8 TO POLICY NO. LCO 55 16865

EFFECTIVE DATE 12-31-85

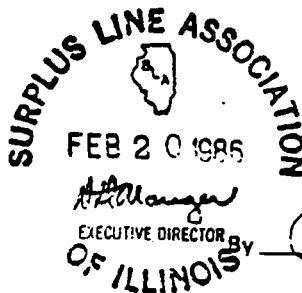
☐ ADDITIONAL

PREMIUM \$ Nil

☐ RETURN

**AIRCRAFT LIMITATION**

It is agreed that this policy shall not apply to any liability for personal injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft, unless such liability is covered by valid and collectible underlying insurance as listed in the Schedule of Underlying Insurance, for the full limit shown therein, and then only for such hazards for which coverage is afforded under said underlying insurance.



All other terms and conditions remain unchanged.

Roan S. Kolb II  
Authorized Representative





St. Paul Surplus Lines  
Insurance Company

NAMED  
INSURED Waste Management, Inc., etal

ENDORSEMENT

NO. 9 TO POLICY NO. LCO 55 16865

EFFECTIVE DATE 12-31-85

☐ ADDITIONAL

PREMIUM \$ N11

☐ RETURN

SERVICE OF SUIT,

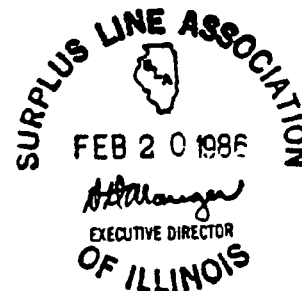
It is agreed that service of process in suit may be made upon

St. Paul Insurance Company of Illinois  
100 South Wacker Drive  
Chicago, IL 60606

and that any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon the Company behalf in the event such a suit shall be instituted.

Further, pursuant to any statute or any state, territory or district of the United States which makes provision therefore the Company hereby designates the Superintendant, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.



All other terms and conditions remain unchanged.

By

Robert S. Kolb  
Authorized Representative



St. Paul Surplus Lines  
Insurance Company

NAMED  
INSURED Waste Management Inc., et al

ENDORSEMENT

NO. 10 TO POLICY NO. LC05516865

EFFECTIVE DATE 12/31/85

☐ ADDITIONAL

PREMIUM \$ Nil

☐ RETURN

It is hereby understood and agreed that Item 4, Underlying Insurance, on the Declarations page is amended to read as follows:

Insurer's Name	Policy No.	Description of Coverage
First State Insurance Co.	952025	Umbrella
Great American Surplus Lines Ins. Co.	5CX02481	Excess Umbrella

**NOTICE TO POLICYHOLDER**  
THIS CONTRACT IS ISSUED,  
PURSUANT TO SECTION 445 OF THE  
ILLINOIS INSURANCE CODE, BY AN  
INSURER NOT AUTHORIZED AND  
LICENSED TO TRANSACT BUSINESS  
IN ILLINOIS AND AS SUCH IS NOT  
COVERED BY THE ILLINOIS INSUR-  
ANCE GUARANTY FUND.



All other terms and conditions remain unchanged.

By Robert S. Kell II  
Authorized Representative

St. Paul  
Surplus Lines  
Insurance Company

**Excess  
Third  
Party  
Liability  
Policy**



**St Paul**  
Property & Liability  
Insurance

In consideration of the payment of the Premium, in reliance upon the statements made to the Company by application and subject to the terms set forth herein, the Company designated on the Declarations page, herein called the Company, A Capital Stock Company, AGREES with the Insured:

## INSURING AGREEMENTS

### I. COVERAGE

To indemnify the Insured, in accordance with the applicable provisions of the "immediate underlying policy" for the amount of "loss" which is in excess of the applicable Limits of the "underlying insurance" described in Item 4 of the Declarations.

The provisions of the "immediate underlying policy" are incorporated as part of this Policy except for any obligation to investigate and defend and pay for costs and expenses incident to the same, the amount of the limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this Policy.

This Policy shall apply only to coverages for which an amount is indicated in Section I of Item 5 of the Declarations and then only in excess of the corresponding amount shown in Section II of Item 5 of the Declarations.

### II. POLICY PERIOD

This Policy applies only to "loss" arising out of injury, damage or destruction which occurs during the policy period stated in the Declarations.

### III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this Policy, or (2) persons or organizations to whom the Insured may be liable for loss, the Company's liability shall not exceed the amounts stated in Section I of Item 5 of the Declarations.

A. With respect to coverages for which an aggregate limit is shown in Section I of Item 5 of the Declarations, aggregate means the total limit of the Company's liability during any one aggregate period either (1) with respect to any cause of loss for which the "underlying insurance" has an aggregate limit, or (2) with respect to the "products hazard" or the "completed operations hazard" (as defined herein) if the "underlying insurance" does not contain an aggregate limit with respect to these hazards.

#### B. Reduction Of The Aggregate

This provision applies only if this Policy contains an aggregate limit of liability which applies to the occurrence.

If the limit of liability of the "underlying insurance" is less than as stated in Section II of Item 5 of the Declarations because the aggregate limits of liability of the "underlying insurance" have been reduced, this Policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this Policy and not before. Nothing contained herein shall operate to increase the limit of the Company's liability.

#### C. Application Of The Aggregate To Periods Of Time

The aggregate limits of liability of this Policy apply separately to each aggregate period. The first aggregate period of this Policy begins on the effective date of this Policy and ends on the next termination date of the aggregate period of the "immediate underlying policy." Any succeeding aggregate period of this Policy is concurrent with the aggregate period of the "immediate underlying policy" unless it is the final aggregate period. The final aggregate period of this Policy begins on the termination date of the aggregate period of the "immediate underlying policy" immediately preceding the expiration date of this Policy and ends on the expiration date of this Policy.

## NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Policy or of any endorsement used herewith does not apply:

### 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

### 2. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

### 3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

### 4. As used in this Policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act

This policy is not complete unless a Declarations Page is attached.

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

## DEFINITIONS

### 1. Immediate Underlying Policy

"Immediate underlying policy" means the policy of the "underlying insurance" which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this Policy.

### 2. Loss

"Loss" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the Insured is legally liable, after making deductions for all recoveries, salvages and other insurances (whether recoverable or not) other than the "underlying insurance" and excess insurance purchased specifically to be in excess of this Policy. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses incident to any of the same, notwithstanding that the "underlying insurance" may provide insurance for such costs and expenses.

### 3. Underlying Insurance

"Underlying insurance" means the insurance policies described in Item 4 of the Declarations and includes any renewal or replacement of such policies.

### 4. Completed Operations Hazard

The term "completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. Operations include materials, parts or equipment furnished in connection therewith.

Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the Insured under the contract have been completed,
- (b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed, or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (1) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (2) the existence of tools, uninstalled equipment, or abandoned or unused materials.

### 5. Products Hazard

The term "products hazard" includes bodily injury and property damage arising out of the Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Insured and after physical possession of such products has been relinquished to others.

## CONDITIONS

### 1. Underlying Insurance - Changes During this Policy Period

Any change in coverage or premium in the "underlying insurance" shall be promptly reported to the Company and the Insured shall upon request, furnish the Company with copies of such changes.

Any change in the premium for the "underlying insurance" shall be promptly reported to the Company and the premium for this Policy, subject to the minimum premium, may be adjusted accordingly.

**2. Notice of Loss; Participation in Defense by the Company**

Notice of an occurrence which appears likely to involve this Policy shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. The Company at its own option may, but is not required to, participate in the investigation, settlement or defense of any claim or suit against the Insured.

In the event expense in connection with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or the Underlying Insurer, the Company, in addition to its limits of liability as expressed in Item 5 of the Declarations shall be liable for no greater proportion of such expense and/or costs than the amount payable by the Company under this Policy bears to the total loss payment.

**3. Action Against Company**

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this Policy.

Any person or organization or the legal representative thereof who has secured a judgment against the Insured shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Any payments by the Company under this Condition 3 shall discharge the Company's obligation to the Insured to the extent of such payments.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

**4. Subrogation and Other Recoveries**

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the occurrence to prejudice such rights.

Because this Policy affords excess coverage, the Insured's right of recovery cannot always be exclusively subrogated to the Company. It is, therefore, agreed that the Company shall act in concert with all other interests concerned, including the Insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the Insured, that shall have paid an amount over and above any payment under this Policy shall first be reimbursed up to the amount paid by such interest; the Company shall then be reimbursed out of any balance then remaining up to the amounts paid as the result of loss covered under this Policy; and lastly, the interests, including the Insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the Insured, in the ratio of their respective recoveries or in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

**5. Other Insurance**

This Condition does not apply with respect to the "underlying insurance" or excess insurance purchased specifically to be in excess of this Policy.

If, with respect to a loss covered hereunder, the Insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such loss; provided, that if the applicable limit of liability of this Policy is greater than the applicable limit of liability provided by the other insurance, this Policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the Insured, as respects the layer of coverage afforded by this Policy, a total limit of liability equal to the applicable limit of liability afforded by this Policy.

**6. Cancellation**

This Policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Named Insured at the address shown in the Declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium or minimum premium, whichever is greater, shall be computed, pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**7. Maintenance of Underlying Insurances**

It is a condition of this Policy that the policy or policies referred to in Item 4 of the Declarations, including renewal or replacements thereof, shall be maintained, without alteration of terms or conditions, in full effect during the currency of this Policy except for any reduction or exhaustion of the aggregate limit contained therein solely by reason of losses that arise out of occurrences which take place during the period of this Policy. Failure of the Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failure the Company shall be liable hereunder only to the extent that it would have been liable had the Insured complied therewith.

IN WITNESS WHEREOF, The Company designated on the Declarations page has caused this Policy to be signed by its President and Secretary and countersigned on the Declarations page by a duly authorized representative of the Company.

*Juanita B. Luis*  
Secretary

*Walter F. Gredt*  
President

Former Policy No. LCO 55 1686



# Excess Third Party Liability Policy

## DECLARATIONS

St. Paul Surplus Lines  
Insurance Company  
St. Paul, Minnesota 55101  
A Capital Stock Company  
Herein called the company

Item 1. NAMED INSURED AND ADDRESS:

Waste Management, Inc., etal  
(See endorsement #1)  
3003 Butterfield Road  
Oakbrook, IL 60521

### NOTICE TO POLICYHOLDER

THIS CONTRACT IS ISSUED,  
PURSUANT TO SECTION 445 OF THE  
ILLINOIS INSURANCE CODE, BY AN  
INSURER NOT AUTHORIZED AND  
LICENSED TO TRANSACT BUSINESS  
IN ILLINOIS AND AS SUCH IS NOT  
COVERED BY THE ILLINOIS INSUR-  
ANCE GUARANTY FUND.

SURPLUS LINE TAX \$12,150.00  
FIRE MARSHAL TAX  
AGENCY LICENSING FEE \$810.00

Item 2. POLICY PERIOD:

From 12-31-86 To 12-31-87

\*12:01 A.M. Standard Time at the  
address of the Insured as stated herein.

AUDIT PERIOD: (If Applicable)

Annual unless otherwise stated.

N/A

Item 3. PREMIUM COMPUTATION:

Premium Basis

Estimated Exposure

Rate

Minimum Premium

Total Advance Premium

Flat

\$405,000

\$405,000

Item 4. UNDERLYING INSURANCE:

Insurer's Name

Policy No.'s. (Including  
Renewals or Replacements)

Description of Coverage

First State Insurance Company

TBD

Umbrella

Great American Surplus Lines

TBD

Excess Umbrella

Item 5. LIMITS OF LIABILITY: The limit of the Company's liability shall be as stated herein, subject to all terms of this Policy having reference thereto.

SECTION I		SECTION II		ILLINOIS	COVERAGES
COMPANY LIMITS		UNDERLYING LIMITS			
\$	Each person	\$	Each person		AUTOMOBILE
\$	Each occurrence	\$	Each occurrence		
					Bodily Injury
\$	Each occurrence	\$	Each occurrence		Property Damage
\$	Each occurrence	\$	Each occurrence		Combined Single Limit
\$	Each occurrence and Aggregate	\$	Each occurrence Aggregate		LIABILITY OTHER THAN AUTO
					Bodily Injury
\$	Each occurrence and Aggregate	\$	Each occurrence Aggregate		Property Damage
\$	Each occurrence and Aggregate	\$	Each occurrence and Aggregate		Combined Single Limit
\$	Each claim and Aggregate	\$	Each claim Aggregate		PROFESSIONAL LIABILITY
\$3,000,000.		\$			COMPREHENSIVE CATASTROPHE OR UMBRELLA LIABILITY
\$ part of	Each occurrence and Aggregate	\$ 6,000,000.	Each occurrence		
\$5,000,000.		\$ 6,000,000.	Aggregate		

1-28-87

is

St. Paul, MN

COUNTERSIGNATURE DATE

COUNTERSIGNED AT

*William C. Carter*  
AUTHORIZED REPRESENTATIVE

LCO 55 18208 100

**Excess  
Third  
Party  
Liability  
Policy**

**The St Paul**



This policy is not complete unless the Declarations Page is attached.

In consideration of the payment of the Premium, in reliance upon the statements made to the Company by application and subject to the terms set forth herein, the Company designated on the Declarations page, herein called the Company, A Capital Stock Company, AGREES with the Insured:

## INSURING AGREEMENTS

### I. COVERAGE

To indemnify the Insured, in accordance with the applicable provisions of the "immediate underlying policy" for the amount of "loss" which is in excess of the applicable Limits of the "underlying insurance" described in Item 4 of the Declarations.

The provisions of the "immediate underlying policy" are incorporated as part of this Policy except for any obligation to investigate and defend and pay for costs and expenses incident to the same, the amount of the limits of liability, any "other insurance" provision and any other provisions therein which are inconsistent with the provisions of this Policy.

This Policy shall apply only to coverages for which an amount is indicated in Section I of Item 5 of the Declarations and then only in excess of the corresponding amount shown in Section II of Item 5 of the Declarations.

### II. POLICY PERIOD

This Policy applies only to "loss" arising out of injury, damage or destruction which occurs during the policy period stated in the Declarations.

### III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this Policy, or (2) persons or organizations to whom the Insured may be liable for loss, the Company's liability shall not exceed the amounts stated in Section I of Item 5 of the Declarations.

A. With respect to coverages for which an aggregate limit is shown in Section I of Item 5 of the Declarations, aggregate means the total limit of the Company's liability during any one aggregate period either (1) with respect to any cause of loss for which the "underlying insurance" has an aggregate limit, or (2) with respect to the "products hazard" or the "completed operations hazard" (as defined herein) if the "underlying insurance" does not contain an aggregate limit with respect to these hazards.

#### B. Reduction Of The Aggregate

This provision applies only if this Policy contains an aggregate limit of liability which applies to the occurrence.

If the limit of liability of the "underlying insurance" is less than as stated in Section II of Item 5 of the Declarations because the aggregate limits of liability of the "underlying insurance" have been reduced, this Policy becomes excess of such reduced limit of liability if such reduction is solely the result of injury or destruction occurring after the inception date of this Policy and not before. Nothing contained herein shall operate to increase the limit of the Company's liability.

#### C. Application Of The Aggregate To Periods Of Time

The aggregate limits of liability of the Policy apply separately to each aggregate period. The first aggregate period of this Policy begins on the effective date of this Policy and ends on the next termination date of the aggregate period of the "immediate underlying policy." Any succeeding aggregate period of this Policy is concurrent with the aggregate period of the "immediate underlying policy" unless it is the final aggregate period. The final aggregate period of this Policy begins on the termination date of the aggregate period of the "immediate underlying policy" immediately preceding the expiration date of this Policy and ends on the expiration date of this Policy.

## NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this Policy or of any endorsement used herewith does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

#### 4. As used in this Policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

## DEFINITIONS

### 1. Immediate Underlying Policy

"Immediate underlying policy" means the policy of the "underlying insurance" which provides the layer of coverage, whether primary or excess, immediately preceding the layer of coverage provided by this Policy.

### 2. Loss

"Loss" means the sums paid as damages in settlement of a claim or in satisfaction of a judgment for which the Insured is legally liable, after making deductions for all recoveries, salvages and other insurances (whether recoverable or not) other than the "underlying insurance" and excess insurance purchased specifically to be in excess of this Policy. "Loss" does not include investigation, adjustment, defense or appeal costs and expenses incident to any of the same, notwithstanding that the "underlying insurance" may provide insurance for such costs and expenses.

### 3. Underlying Insurance

"Underlying insurance" means the insurance policies described in Item 4 of the Declarations and includes any renewal or replacement of such policies.

### 4. Completed Operations Hazard

The term "completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. Operations include materials, parts or equipment furnished in connection therewith.

Operations shall be deemed completed at the earliest of the following times:

- (a) when all operations to be performed by or on behalf of the Insured under the contract have been completed,
- (b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed, or
- (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (1) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (2) the existence of tools, uninstalled equipment or abandoned or unused materials.

### 5. Products Hazard

The term "products hazard" includes bodily injury and property damage arising out of the Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Insured and after physical possession of such products has been relinquished to others.

## CONDITIONS

### 1. Underlying Insurance—Changes During this Policy Period

Any change in coverage or premium in the "underlying insurance" shall be promptly reported to the Company and the Insured shall upon request, furnish the Company with copies of such changes.

Any change in the premium for the "underlying insurance" shall be promptly reported to the Company and the premium for this Policy, subject to the minimum premium, may be adjusted accordingly.

### 2. Notice of Loss; Participation in Defense by the Company

Notice of an occurrence which appears likely to involve this Policy shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. The Company at its own option may, but is not required to, participate in the investigation, settlement or defense or any claim or suit against the Insured.

In the event expense in connection with any claim or suit is incurred jointly by mutual consent of the Company and of the Insured or the Underlying Insurer, the Company, in addition to its limits of liability as expressed in Item 5 of the Declarations shall be liable for no greater proportion of such expense and/or costs than the amount payable by the Company under this Policy bears to the total loss payment.

### 3. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this Policy.

Any person or organization or the representative thereof who has secured a judgment against the Insured shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Any payments by the Company under this Condition 3 shall discharge the Company's obligation to the Insured to the extent of such payments.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

**4. Subrogation and Other Recoveries**

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the occurrence to prejudice such rights.

Because this Policy affords excess coverage, the Insured's right of recovery cannot always be exclusively subrogated to the Company. It is, therefore, agreed that the Company shall act in concert with all other interests concerned, including the Insured, in the enforcement of any subrogation rights or in the recovery of amounts by any other means. The apportioning of any amounts so recovered shall follow in the principle that any interest, including the Insured, that shall have paid an amount over and above any payment under this Policy shall first be reimbursed up to the amount paid by such interest; the Company shall then be reimbursed out of any balance then remaining up to the amount paid as the result of loss covered under this Policy; and lastly, the interests, including the Insured, of whom this coverage is in excess are entitled to claim any residue remaining. Expenses and costs necessary to the recovery of any such amounts shall be apportioned between the interests concerned, including the Insured, in the ratio of their respective recoveries or in the event of a totally unsuccessful attempt to recover, in the ratio of the respective amounts sought to be recovered.

**5. Other Insurance**

This Condition does not apply with respect to the "underlying insurance" or excess insurance purchased specifically to be in excess of this Policy.

If, with respect to a loss covered hereunder, the Insured has other insurance, whether on a primary, excess or contingent basis, there shall be no insurance afforded hereunder as respects such loss; provided, that if the applicable limit of liability of this Policy is greater than the applicable limit of liability provided by the other insurance, this Policy shall afford excess insurance over and above such other insurance in an amount sufficient to give the Insured, as respects the layer of coverage afforded by this Policy, a total limit of liability equal to the applicable limit of liability afforded by this Policy.

**6. Cancellation**

This Policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Named Insured at the address shown in the Declarations written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium or minimum premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium or minimum premium, whichever is greater, shall be computed, pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**7. Maintenance of Underlying Insurances**

It is a condition of this Policy that the policy or policies referred to in Item 4 of the Declarations, including renewal or replacements thereof, shall be maintained, without alteration of terms or conditions, in full effect during the currency of this Policy except for any reduction or exhaustion of the aggregate limit contained therein solely by reason of losses that arise out of occurrence which take place during the period of this Policy. Failure of the Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failure the Company shall be liable hereunder only to the extent that it would have been liable had the Insured complied therewith.

**8. Service of Suit**

The following Service of Suit Clause is not to become effective unless or until the Insured has notified this Company in each specific claim of its intention to sue.


Service of Suit Clause: It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company, at the request of the Insured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon the highest one in authority bearing the title "Commissioner", "Director", or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located, and that in any suit instituted against it upon this contract this Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. The one in authority bearing the title "Commissioner", "Director", or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located is hereby authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

IN WITNESS WHEREOF, The Company designated on the Declarations page has caused this Policy to be signed by its President and Secretary and countersigned on the Declarations page by a duly authorized representative of the Company.

*Juanita B. Luis*  
Secretary


*Arthur F. Smith*  
President

 St. Paul Surplus Lines Insurance Company	<b>ENDORSEMENT</b> NO. <u>1</u> TO POLICY NO. <u>LC05518208</u> EFFECTIVE DATE <u>12-31-86</u>
NAMED INSURED <u>Waste Management, Inc., et al</u>	<input type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN PREMIUM \$ <u>Nil</u>

It is hereby understood and agreed that the words "Named Insured" wherever used in this policy, shall mean Waste Management, Inc. and any other legal entity specifically identified as a named insured in an endorsement attached to this policy and also any subsidiary company or corporation of such legal entity (including subsidiaries thereof) and any other company or corporation under the financial control and active management of such legal entity, as now or hereinafter constituted, including Waste Management, Inc.'s interest in any Joint Venture.

All other terms and conditions remain unchanged.

By [Signature]  
Authorized Representative

 St. Paul Surplus Lines Insurance Company	<b>ENDORSEMENT</b> NO. <u>2</u> TO POLICY NO. <u>LCO5518208</u> EFFECTIVE DATE <u>12-31-86</u>
NAMED INSURED <u>Waste Management, Inc., etal</u>	<input type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN PREMIUM \$ <u>Nil</u>

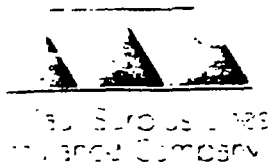
It is hereby understood and agreed that this policy shall not apply to any and all claims and liability arising out of Occupational Disease.

"Occupational Disease" is defined as follows:

Disease, due to conditions peculiar to the particular trade, occupation, or employment in which the employee is exposed to the disease.

All other terms and conditions remain unchanged.

By William C. [Signature]  
Authorized Representative



NAMED Waste Management, Inc., etal  
INSURED

# ENDORSEMENT

NO. 3 TO POLICY NO. LC05518208  
EFFECTIVE DATE 12-31-86

☐ ADDITIONAL  
☐ RETURN

PREMIUM \$ Nil

## ABSOLUTE POLLUTION EXCLUSION

In consideration of the premium charged, it is understood and agreed that:

- I. This policy shall exclude "Personal Injury" or "Property Damage" arising out of the actual, alleged or threatened discharge, dispersal, release, seepage or escape of "pollutants":
- a) at or from premises you own, rent or occupy. This includes premises you no longer own, rent or occupy;
  - b) at or from any site or location used, or being used, by or for you or others for the handling, storage, disposal, processing or treatment of "pollutants";
  - c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible;
  - d) at or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:
    - i) if the "pollutants" are brought on or to the site or location in connection with such operations; or
    - ii) if the operations are to test for, monitor, or clean up, remove, contain, treat, detoxify or neutralize the "pollutants";
  - e) from the ownership, maintenance, operation, use, loading or unloading of:
    - i) any automobile owned or operated by you or on your behalf, or rented or loaned to you; or
    - ii) any automobile operated by any person in the course of employment by you;

Page 1 of 3

All other terms and conditions remain unchanged.

By \_\_\_\_\_  
Authorized Representative

ENDORSEMENT  
NO. 3 Cont. TO POLICY NO. LC05518208

EFFECTIVE DATE 12-31-86

☐ ADDITIONAL

PREMIUM \$ Nil

☐ RETURN

NAMED  
INSURED Waste Management, Inc., etal

ABSOLUTE POLLUTION EXCLUSION - CONT.

f) from any goods or products manufactured, sold, handled, installed or distributed by you or others trading under your name.

II. the following language in number 4 of the "definitions" section of the policy entitled "Completed Operations Hazard" is hereby deleted:

"The completed operations hazard does not include personal injury or property damage arising out of:

- 1) operations in connection with the transportation of property, unless the personal injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- 2) the existence of tools, uninstalled equipment or abandoned or unused materials."

And is replaced by the following:

"The completed operations hazard does not include personal injury or property damage arising directly or indirectly out of:

- 1) operations in connection with the transportation of property, unless the personal injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- 2) the existence of tools, uninstalled equipment or abandoned or unused materials.
- 3) actual, alleged or threatened discharge, dispersal, release, seepage or escape of "pollutants".

III. This policy does not apply to any loss, cost or expense arising directly or indirectly out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants".

Page 2 of 3

All other terms and conditions remain unchanged.

By \_\_\_\_\_

Authorized Representative

**ENDORSEMENT**

NO. 3 Cont TO POLICY NO. LC05518208  
EFFECTIVE DATE 12-31-86

NAMED  
INSURED Waste Management, Inc., etal

☐ ADDITIONAL

PREMIUM \$ Nil

☐ RETURN

**ABSOLUTE POLLUTION EXCLUSION - CONT.**

- IV. The coverage provided by this policy does not apply to any contract or agreement under which you assume liability of another for the actual, alleged or threatened discharge, dispersal, release seepage or escape of "pollutants".
- V. The term "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- VI. Exclusion "J", if contained in endorsed policy, is hereby deleted.

\_\_\_\_\_  
Signature of Insured

\_\_\_\_\_  
Date

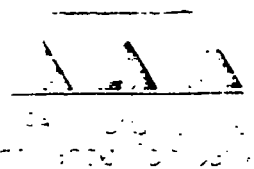
Page 3 of 3

All other terms and conditions remain unchanged.

By William C. [Signature]

Authorized Representative





NAMED  
INSURED Waste Management, Inc., etal

ENDORSEMENT

NO. 4 TO POLICY NO. LC05518208

EFFECTIVE DATE 12-31-86

☐ ADDITIONAL

PREMIUM \$ Nil

☐ RETURN

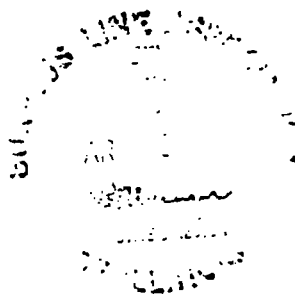
It is hereby understood and agreed that Clause 8, Service of Suit, as shown in the Conditions of the Policy Jacket, is deleted in its entirety and replaced with the following:

8. SERVICE OF SUIT (ILLINIOS)

It is agreed that service of process in suit may be made upon St. Paul Insurance Company of Illinois, 100 South Wacker Drive, Chicago, Illinois 60606, and that any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of the Company in any suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute or any state, territory or district of the United States which makes provision therefore the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.



All other terms and conditions remain unchanged.

By William C. [Signature]  
Authorized Representative

St. Paul Surplus Lines Insurance Company	ENDORSEMENT NO. <u>5</u> TO POLICY NO. <u>LC05518208</u> EFFECTIVE DATE <u>12-31-86</u>
NAMED INSURED <u>Waste Management</u>	<input type="checkbox"/> ADDITIONAL PREMIUM \$ <u>Nil</u> <input type="checkbox"/> RETURN

It is hereby understood and agreed Item 5 of the Policy Declarations page is amended to:

\$3,000,000.  
part of  
\$7,000,000.

Each Occurrence  
and Aggregate

\$6,000,000. Each Occurrence  
\$6,000,000. Aggregate

NOTICE

All other terms and conditions remain unchanged.

By

Authorized Representative

as 3-5-87 St. Paul, MN

St. Paul Surplus Lines Insurance Company	<b>ENDORSEMENT</b> NO. <u>6</u> TO POLICY NO. <u>LC05518208</u> EFFECTIVE DATE <u>12-31-86</u>
NAMED INSURED <u>Waste Management</u>	<input type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN PREMIUM \$ <u>Nil</u>

**REVISED NOTICE OF CANCELLATION**

It is understood and agreed that policy conditions, Clause 6, Cancellation is amended to provide that this policy may be cancelled by the Company by mailing to the Insured at the address shown in the Declarations, written notice stating when not less than thirty (30) days (ten (10) days in the event of non-payment of any premium) thereafter such cancellation shall be effective.

**NOTICE TO POLICYHOLDER**

THIS POLICY IS ISSUED  
 PURSUANT TO THE  
 ILLINOIS INSURANCE  
 INSURER ACT AND  
 LICENSED TO DO BUSINESS  
 IN ILLINOIS. IT IS NOT  
 COVERED BY THE INSUR-  
 ANCE GUARANTEE FUND.



All other terms and conditions remain unchanged.

By \_\_\_\_\_

Authorized Representative

5-4-87 1s St. Paul, MN

ENDORSEMENT

NO. 7 TO POLICY NO. LC05518208

EFFECTIVE DATE 9-1-87

NAMED  
INSURED Waste Management, Inc.

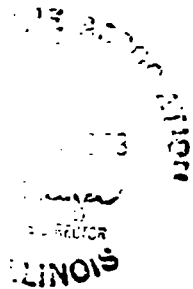
☒ ADDITIONAL

PREMIUM \$ 3,375.

☐ RETURN

In consideration of an additional premium of \$3,375., it is hereby understood and agreed that the following is added as a Named Insured:

Tru Green Corporation



101.00

7.00

All other terms and conditions remain unchanged.

as 4-1-88 St. Paul, MN

By \_\_\_\_\_  
Authorized Representative



1001 Fannin, Suite 4000  
Houston, TX 77002



**WASTE MANAGEMENT, INC.**

1001 Fannin, Suite 4000

Houston, TX 77002

DEENA SHEPPARD  
ENFORCEMENT SPECIALIST  
U.S. ENVIRONMENTAL PROTECTION  
SUPERFUND DIVISION (SC-5J)  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590